

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BASELINE CONTRACTING, INC. and SITELINE SERVICES, INC., Plaintiffs	: : : : : : : : : :	CIVIL ACTION NO. 12-2350
v.		
CINCINNATI INSURANCE, and CINCINNATI INDEMNITY COMPANY Defendants	: : : : : : : : : :	

ORDER

AND NOW, this 20th day of August, 2015, upon consideration of Defendants Cincinnati Insurance and Cincinnati Indemnity Company's Motion for Summary Judgment (Document #35); Plaintiffs Baseline Contracting, Inc. and Siteline Services, Inc.'s Motion for Partial Summary Judgment (Document #36); and all responses and replies thereto, it is hereby **ORDERED** that:

1. Defendants' Motion for Summary Judgment (Document #35) is **GRANTED IN PART AND DENIED IN PART**.
2. The Motion is **GRANTED** as to Count II of Plaintiffs' Complaint.
3. Judgment is **ENTERED** in favor of Defendants Cincinnati Insurance and Cincinnati Indemnity Company and against Plaintiffs Baseline Contracting, Inc. and Siteline Services, Inc. on Count II of Plaintiff's Complaint.
4. Plaintiffs are barred from asserting as affirmative defenses to Defendants' Counterclaim that Defendants (a) failed to provide them with timely notice of an increase in their premiums, (b) failed to provide them with timely notice of its election not to renew their workers' compensation and general liability coverage, (c) improperly re-included the value of direct cash fringe benefit payments into its calculation of Plaintiffs' payrolls for general liability

coverage premium purposes, and (d) mishandled the Booth, Reinoehl, and Moser workers' compensation claims, thereby discharging Plaintiffs' responsibility to pay their final audited premiums.

5. Defendants' Motion is **DENIED** in all other respects.
6. Plaintiffs' Motion for Partial Summary Judgment (Document #36) is **DENIED**.

BY THE COURT:

/s/ Lawrence F. Stengel
LAWRENCE F. STENGEL, J.